

OFFICE OF THE ATTORNEY GENERAL

EXPERT WITNESS AGREEMENT

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| 1. NAME OF EXPERT: | | 2. DATE: | |
| 3. ADDRESS: | | 4. CONTRACT NO.: | |
| | | 5. DIVISION: | |
| 6. DESCRIPTION OF SERVICES: | | | |
| 7. CONSULTING RATE: | | 8. TESTIFYING RATE: | |
| 9. TERMINATION DATE: | | 10. CONTRACT LIMIT: | |
| 11. ATTORNEY GENERAL | | 12. EXPERT WITNESS | |
| | | SIGNATURE | |
| | | NAME AND TITLE | |
| TERMS AND CONDITIONS (CONTINUED ON REVERSE SIDE) | | | |

1. This Agreement is entered into on the date indicated above (No. 2) by and between the Arizona Attorney General (hereinafter "Attorney General") and the expert witness identified above (No. 1) hereinafter "Expert."

2. The Expert shall, upon request, perform services of consultation, investigation and expert testimony in connection with investigations and litigation conducted by the Attorney General's Office as more fully described above (No. 6), beginning on the date of this Agreement (No. 2).

3. The parties understand and mutually agree that the Expert shall perform services under this Agreement as an independent contractor and not as an employee of the State of Arizona and that the Expert is not entitled to the rights, privileges or benefits of an employee of the State of Arizona.

4. The Expert promises that he will render to the best of his ability the services described herein during the term of this Agreement and shall do so consistent with all legal and ethical obligations the Expert has to the Attorney General.

5. As compensation for services rendered by the Expert herein, the Attorney General shall pay to the Expert the amount set forth above (No. 7) for each hour devoted to consultation and the amount set forth above (No. 8) for each hour the Expert is required to testify in a deposition, hearing or trial. These hourly rates do not apply to time spent in travel.

6. All reasonable and necessary expenses incurred by the Expert in furtherance of this Agreement shall, if authorized by law, be paid by the Attorney General, on the condition that written or oral authorization shall be secured by the Expert prior to such expenditures. Travel expenses will be limited to coach air fare with airline ticket receipts attached. Expert's travel expenses will be reimbursed according to DOA Travel Policy unless otherwise authorized in advance and in writing by the Attorney General.

7. The compensation and reimbursement for expenditures described in paragraphs 5 and 6 above will be paid by the Attorney General upon receipt of an itemized statement from the Expert, which statement shall identify the contract number (No. 4), describe the service performed or expenses incurred, include the name and Attorney General docket number for the investigation or litigation in which the services are performed or expenses incurred and state the hours charged and the amount due.

Statements requesting reimbursement for actual expenses shall be supported by invoices, receipts or other documentation. The Expert, at his option, may demand payment periodically but in no event more frequently than once every two weeks. The Attorney General is permitted under Arizona law to only make payment for services rendered or costs incurred during the fiscal year in which the services were performed or costs incurred. Accordingly the Expert is required to submit a statement for all services performed and costs incurred and not already paid, prior to the close of each fiscal year in which the services were performed or costs incurred. The fiscal year begins July 1 and ends June 30 of each calendar year. Failure of the Expert to submit a statement of services performed or costs incurred on or before June 30 of each fiscal year may result in the Expert being unable to obtain payment for services or costs incurred during that fiscal year.

8. In no event shall the total amount paid or payable under this Agreement exceed the contract limit set forth above (No. 10).

9. The work to be performed shall be carried out in cooperation and under the direction of the Assistant Attorney General in charge of the investigation or litigation.

10. The Expert agrees that the Attorney General or his duly authorized representative shall have access to and the right to examine any books, documents, papers, records and other evidence reflecting all work performed and time and expenses charged and payments received under this Agreement. The materials described herein shall be made available at the office of the Attorney General or the Auditor General upon request by either at all reasonable times for inspection, audit or reproduction by Expert until the expiration of five (5) years from the date of the final payment under this Agreement, pursuant to A.R.S. §35-214.

11. The Expert shall furnish to the Attorney General copies of all material, reports and correspondence (other than routine transmittal letters) prepared under this Agreement.

12. Periodic status reports may be required by the Attorney General. When, in the Expert's opinion, events occur which significantly affect the matter being handled by the Expert, those events will be made known to the Attorney General.

13. When notice or correspondence is required to be sent to the Attorney General it shall be sent to the Chief Counsel of the Division identified above (No. 5), except that all billings shall be sent to the Attorney General Accounting Department.

14. No subcontract shall be made by the Expert with any other person for furnishing any work or services under this Agreement without the advance written approval of the Attorney General.

15. The Expert shall establish and maintain procedures and controls that are acceptable to the Attorney General for the purposes of assuring that no information contained in his records or obtained from the Attorney General or from others in carrying out his work under this Agreement shall be used by or disclosed by him, his officers, agents or employees, except as required to efficiently perform his work under this Agreement.

16. The Attorney General shall have the right to award other contracts in connection with the work under this Agreement and the Expert shall cooperate with any other consultant or expert hired by the Attorney General.

17. The Expert shall comply with all applicable federal and state statutes, executive orders, regulations and other requirements relating to equal employment.

18. The failure of the Attorney General at any time to require performance of any provision of this Agreement shall in no way affect the right of the Attorney General to thereafter enforce such provision. Nor shall the waiver of any succeeding breach of such provision act as a waiver of the provision itself.

19. This Agreement shall terminate on the date provided above (No. 9), except that the Attorney General shall have the right to terminate this Agreement in whole or in part at any time prior thereto, with or without cause and without penalty or further obligation upon seven (7) days written notice. In the event of termination, the Expert shall be paid the agreed compensation for requested services rendered, and reimbursed for his authorized expenses actually incurred in rendering such services as of the date of termination, upon delivery by the Expert to the Attorney General of a complete set of all materials, information and data required or prepared by Expert as of the date of termination and a completed final statement.

20. The Expert agrees that in the event of a breach by him of any material provision of this Agreement, the Attorney General shall be entitled to specific performance thereof according to the terms of this Agreement. In the event the Attorney General shall elect to treat any such breach on the part of the Expert as a discharge of the Agreement, the Attorney General may nevertheless maintain an action to recover damages arising out of such breach.

21. The Expert may accept private employment as a consultant or expert witness, except that the Expert shall not accept such private employment in connection with matters with respect to which he has provided consulting or expert witness services to the Attorney General pursuant to this Agreement. Once the Expert has ceased to provide services to the Attorney General with respect to any matter under this Agreement, he may request in writing and, upon written authorization from the Attorney General, accept private employment in connection with that matter, provided that he does not use in connection with such private employment any of the material obtained or prepared by him in the course of his employment under this Agreement. A written authorization under this paragraph is solely for the purpose of accepting private employment. If during such private employment the Expert is required to give testimony or produce documents relating to the work performed for or information received from the Attorney General, he shall make the necessary objections to the production of such information and shall immediately notify the Attorney General so that the Attorney General may interpose necessary objections to the appropriate tribunal. The Expert shall at no time accept private employment relating to matters for which he has provided services to the State of Arizona where the interest of the Expert's client are adverse to the State of Arizona.

22. The Attorney General may cancel this Agreement according to the provisions of A.R.S. §38-511.

23. The laws of the State of Arizona shall cover the construction and interpretation of this Agreement.

24. The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement but only to the extent required by A.R.S. §12-1518.

25. This Agreement is exempt from the bidding requirements of state law pursuant to A.R.S. §41-2501.

26. This document and the attachments described above (No. 11) comprise the entire Agreement between the Attorney General and the Expert.

27. This Agreement is executed by the parties as provided above (No. 12).

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